

Exhibit D-2

Amendment to SCHF Agreement

AMENDMENT TO PURCHASE AND SALE AGREEMENT

June 27, 2023

This Amendment (this “Amendment”) to the Purchase Agreement (as defined below) is made and entered into by and between Maclaurin Investments Ltd. (formerly known as Alameda Ventures Ltd.), an International Business Company incorporated under the laws of the Republic of Seychelles (“Seller”), and Liberty Mutual Investment Holdings LLC, a Delaware limited liability company (“Purchaser” and together with the Sellers, the “Parties”) as of the date first written above. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, the Parties have entered into that certain Purchase and Sale Agreement, dated as of June 8, 2023 (the “Purchase Agreement”), and the Parties desire to amend the Purchase Agreement to reflect certain additional or modified terms.

NOW, THEREFORE, in furtherance of the foregoing, the Parties hereby agree as follows:

1. Section 1.3 of the Purchase Agreement is amended and restated in its entirety as follows:

1.3 Purchase Price. The aggregate purchase price (the “Aggregate Purchase Price”) for the Interests and the interests of Seller in the Operative Documents shall be (a) \$19,566,294 in cash, plus (b) the aggregate amount of any Capital Contributions or any other amounts paid to the Subject Company in respect of the Interests after the Balance Sheet Date and on or prior to the Closing Date, minus (c) the aggregate amount of any Distributions made to Seller after the Balance Sheet Date and on or prior to the Closing Date, plus (d) the Cure Costs, if any, paid by Seller prior to the Closing Date, and such Aggregate Purchase Price as calculated pursuant to this Section 1.3 shall be payable without any withholding or deduction.

2. The definition of “Default Interest” in Exhibit A to the Agreement is amended and restated in its entirety as follows:

“Default Interest” means \$1,366,294.

3. The amount set forth on Schedule A of the Agreement opposite “Capital Account Balance as of the Balance Sheet Date” is amended to replace “\$24,533,104” with “\$24,445,987”.

4. The provisions of Article 7 of the Purchase Agreement shall apply *mutatis mutandis* to this Amendment. Except as expressly provided in this Amendment, all of the terms and provisions of the Purchase Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties named below have caused this instrument to be duly executed, all as of the day and year first above written.

SELLER:

MACLAURIN INVESTMENTS LTD.

By:

Name: John J. Ray III
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties named below have caused this instrument to be duly executed, all as of the day and year first above written.

SELLER:

MACLAURIN INVESTMENTS LTD.

By: _____

Name: _____

Title: _____

PURCHASER:

**LIBERTY MUTUAL INVESTMENT
HOLDINGS LLC**

By: _____


Name: Demetrios Fifis

Title: Vice President